



September 1, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Amendment #1 for the Memorial Island Phase 3 Columbian Park bridge foundation and retaining wall systems inspection services contract. The scope of the original contract has changed to include the following services:

- Geotechnical services that will include soil borings, interpretive analysis of the borings and recommendations as a result of the data obtained from the borings

The cost for these additional services is a lump sum fee of \$8,025.00. The original contract amount estimate was \$64,037.50. The new amended contract estimate is \$72,062.50.

This amendment has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink that reads "Claudine Laufman". The signature is written in a cursive, flowing style.

Claudine Laufman
Superintendent
Lafayette Parks and Recreation



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7000 • Fax (317) 876-3705

August 25, 2020

Ms. Claudine Laufman,
Superintendent
Lafayette Parks & Recreation
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

RE: Amendment No. 1 - Subsurface
Investigation & Geotechnical
Recommendations Proposed Retaining Wall
Memorial Island
Lafayette, Indiana
Alt & Witzig Proposal No.: 2008LF003

Dear Ms. Laufman:

In compliance with your recent request, the following proposal is submitted as Amendment No. 1 to the Memorial Island Phase 03 at Columbian Park Bridge Foundation and Retaining Wall Observation dated August 11, 2020, for the Subsurface Investigation and Geotechnical Recommendations in regards to the proposed retaining wall to be constructed along the banks of Memorial Island at Columbian Park in Lafayette, Indiana.

The purpose of our geotechnical investigation will be to provide information for use in determining the subsurface conditions at the site. Our subsurface investigation will include but not be limited to the following:

- ☐ Determination of the subsurface soil and groundwater conditions at the site to a maximum depth of 15 feet.
- ☐ Determination of the engineering characteristics of the surface and subsurface materials encountered.
- ☐ Providing recommended net allowable bearing capacity required for the design of foundations and retaining wall.
- ☐ Providing information and recommendations regarding management of possible groundwater.

Based on site access and our understanding of the proposed wall, we have estimated that a total of 24 borings will provide the necessary information. We propose to drill the borings to depths of ten (10) to fifteen (15) feet. The actual number and depth of the test borings required will be dependent upon the subsurface conditions encountered and the slope access.

Laboratory Services

The subsurface and foundation investigation will also include laboratory testing to determine the classification, strength, compressibility, and other characteristics of the foundation materials as necessary. Alt & Witzig's laboratory is fully equipped with modern equipment for soils testing. Field exploration programs are conducted with our own drilling equipment. Field and laboratory testing are performed by trained, qualified personnel in compliance with applicable specifications under the supervision of professional engineers.

Engineering Services

The results of our field exploration and laboratory testing will be utilized in performing an engineering analysis in the formulation of our recommendations. The results of our foundation investigation, including our recommendations and substantiating data, will be presented in a written report prepared by a registered professional engineer.

It is proposed that our fee for the performance of the above outlined investigation be determined on a lump sum basis. The following fees are estimated based on the above-outlined investigation:

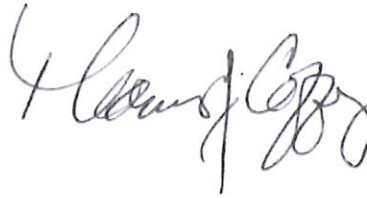
Mobilization	\$ 650.00
Track Mounted Drill Rig 3 days	\$ 775.00
Soil Drilling (including soil sampling)	\$4,500.00
Laboratory Testing	\$ 250.00
Engineering Services	\$1,850.00

On this basis, a lump sum fee of **\$8,025.00** is proposed. We guarantee not to exceed this price without prior written approval. Additional soil drilling would be performed at the rate of \$15.00 per foot.

We require written authorization to proceed in the form of a signed and returned proposal prior to the commencement of work on a project. For your convenience, please feel free to fax the entire signed proposal to 317-876-3705 or scan and email to tcoffey@altwitzig.com.

Thank you for this opportunity to offer our services. We look forward to working with you on this project. If you have any questions pertaining to this proposal including scope of work or cost of services, feel free to contact us at your convenience.

Sincerely,
ALT & WITZIG ENGINEERING, INC.



Thomas J. Coffey, P.E.

Terms of payment are **Net 30 Days**. Balances over 30 days bear interest at 1-1/2% per month. In the event Alt & Witzig Engineering, Inc. is required to employ an attorney to collect any balances due, I agree to pay reasonable costs and attorney fees.

Authorization Signature

Name (Printed)

Company Name

Date



Alt & Witzig Engineering, Inc.

3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Amendment No. 1 - Memorial Island, Phase 3 – Retaining Wall Geotechnical Investigation

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 2008LF003 Alt & Witzig Project # _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Firm City of Lafayette

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1021 Fax _____

PAYMENT TERMS: Net 30 days. All services are to be billed in accordance with the attached proposal. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone () _____ Fax () _____

SPECIAL PROVISIONS _____

Please note that Alt & Witzig Engineering, Inc. reserved the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This agreement together with Alt & Witzig Engineering's proposal and Unit Fee Schedule constitute the entire agreement between the client and Alt & Witzig Engineering, Inc. and supersedes all prior written or oral understandings.

PROPOSAL ACCEPTED BY: _____

TITLE: _____

DATE ACCEPTED: _____

Offices:

Cincinnati, Ohio • Columbus, Ohio
Indianapolis • Evansville • Ft. Wayne • Lafayette • Merrillville • Terre Haute, Indiana

Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services

CITY OF LAFAYETTE, INDIANA
STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing.** On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.
 - B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.
8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.
9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.
10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.
11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.
12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.
13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.
14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

Approved by the Board of Public Works and Safety on the _____ day of
_____, 2020.

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller, Deputy Clerk

Date: _____